

BANK OF FAIRHOPE,  
a Corporation,  
Plaintiff

IN THE CIRCUIT COURT OF  
BALDWIN COUNTY, ALABAMA

-VS-

DOROTHY FORD,  
Defendant

COMPLAINT

COUNT ONE: The Plaintiff claims of the Defendant the sum of ONE HUNDRED EIGHTEEN and 10/100 DOLLARS (\$118.10) due by promissory note made by her on the 16th day of November, 1951 with interest at six per cent and payable on to-wit, the 4th of December, 1951 with interest thereon and the Plaintiff avers that in the said note and as a part of the consideration thereof, the Defendant has expressly waived her rights to claim personal property as exempt to her under the Constitution and laws of the State of Alabama and agreed to pay an attorneys fee for the collection thereof and the Plaintiff claims the sum of THIRTY-FIVE DOLLARS (\$35.00) as such attorneys fee.

RICKARBY & RICKARBY

By: 

E. G. Rickarby, Jr.  
Attorney for Plaintiff

SUMMONS AND COMPLAINT

Moore Printing Co.

THE STATE OF ALABAMA,  
BALDWIN COUNTY

CIRCUIT COURT, BALDWIN COUNTY

No. \_\_\_\_\_

\_\_\_\_\_ TERM, 19\_\_\_\_

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You Are Hereby Commanded to Summon DOROTHY FORD

to appear and plead, answer or demur, within thirty days from the service hereof, to the complaint filed in  
the Circuit Court of Baldwin County, State of Alabama, at Bay Minette, against \_\_\_\_\_

DOROTHY FORD

\_\_\_\_\_, Defendant.---

by THE BANK OF FAIRHOPE, a Corporation

\_\_\_\_\_, Plaintiff.---

Witness my hand this

16<sup>th</sup>

day of

Aug

19 52

Henry J. Rusk, Clerk

RECORDED

No. 1846

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THE STATE OF ALABAMA

BALDWIN COUNTY

CIRCUIT COURT

BANK OF FAIRHOPE

A Corporation

Plaintiffs

vs.

DOROTHY FORD

Defendants

SUMMONS and COMPLAINT

Filed 8-16, 19 52

Alice J. Duck, Clerk

FILED

AUG 16 1952

ALICE J. DUCK, Clerk

B. J. CARBY & B. J. CARBY

Plaintiff's Attorney

Defendant's Attorney

Defendant lives at

RECEIVED IN OFFICE

, 19 \_\_\_\_\_

, Sheriff

I have executed this summons

this Aug. 30, 19 52  
by leaving a copy with

Dorothy Ford

Sheriff

A. P. Van Idestine Deputy Sheriff

10-245  
ELLIOTT G. RICKARBY  
DECEASED

LAW OFFICES  
RICKARBY & RICKARBY  
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

18 September 1952

Mrs. Alice J. Duck  
Clerk, Circuit Court  
Bay Minette, Ala.

Dear Mrs. Duck:

Re: Bank of Fairhope  
Vs: Dorothy Ford 1846.

Dorothy Ford, against whom the Bank of Fairhope  
filed suit some time ago, has been having a hard  
time but she is straightening up this obligation.

Please advise us what the Court costs are so that  
we can advise Dorothy the total amount of her bal-  
ance.

Please do not take any further action on this un-  
less I notify you that payments have stopped.

Yours very truly,

  
E. G. Rickarby, Jr.

R/i  
1374  
cc: Bank of Fairhope  
cc: Dorothy Ford

The court cost in the  
above styled cause is  
\$10.45.

A. J. W.

LAW OFFICES

ELLIOTT G. RICKARBY  
DECEASED

RICKARBY & RICKARBY  
FAIRHOPE, ALABAMA

E. G. RICKARBY, JR.

11 August 1952

Mrs. Alice J. Duck  
Clerk  
Bay Minette, Ala.

Dear Mrs. Duck:

Re: Bank of Fairhope  
Vs: Dorothy Ford

With this we hand you summons and complaint in the case  
of Bank of Fairhope -vs- Dorothy Ford.

Dorothy Ford is a colored woman living in Daphne and we  
understand she works at the Grand Hotel. Please give  
the Sheriff a copy of this letter for his information.

Yours very truly,

  
E. G. Rickarby, Jr.

R/i

1374

cc: Bank of Fairhope

1846

FILED

AUG 16 1952

**ALICE A. DUCK, Clerk**

BANK OF FAIRHOPE

FAIRHOPE, ALA., November 16 19 51

I/We promise to pay to the order of THE BANK OF FAIRHOPE, FAIRHOPE, ALA.

\*\*\*\*\*ONE HUNDRED THIRTY SIX AND 50/100\*\*\*\*\*

DOLLARS 136.50

for value received. Payable at THE BANK OF FAIRHOPE, FAIRHOPE, ALA.

In 8 installments of \$ 15.00 payable on 1st & 20th of each consecutive month, beginning December 1, 1951

after date without grace and balance of \$ 16.00 payable April 1, 1952

Default in the payment of any one payment of this note shall give the holder hereof the option of declaring the entire unpaid balance due and payable at once.

The parties to this instrument, whether maker, endorser, surety or guarantor, each for himself hereby severally agrees to pay this note and waives as to this debt, or any renewal thereof, all right to exemption under the constitution and laws of Alabama, or any other state, as to personal property and they each severally agree to pay all costs of collecting, or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And the maker, endorser, surety or guarantor of this note severally waives demand, presentment, protest, notice of protest, suit and all other requirements necessary to hold them, and they agree that time of payment may be extended without notice to them of such extension. The bank at which this note is payable is hereby authorized to apply on or after maturity, to the payment of this debt any funds in said bank belonging to the maker, surety, endorser, guarantor, or any one of them.

Witness hand and seal this, the 16th day of November, 1951

4695

*Dorothy Ford*

(Seal)

ATTEST

Dorothy Ford, \*Box 106, Daphne, Ala.

(Seal)

INSTALLMENT NOTE

[illegible]